

02-17-2000

U.S. Department of Commerce
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 TRADEMARK



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OPR/FINANCE

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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- ☒ New
- ☐ Resubmission (Non-Recordation)
 Document ID #
- ☐ Correction of PTO Error
 Reel # Frame #
- ☐ Corrective Document
 Reel # Frame #

Conveyance Type

- ☒ Assignment ☐ License
- ☐ Security Agreement ☐ Nunc Pro Tunc Assignment
 Effective Date
 Month Day Year
 12/31/99
- ☐ Merger
- ☐ Change of Name
- ☐ Other

Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date
 Month Day Year
 12/31/99

Name York Snacks, Inc.

Formerly

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association
- ☐ Other
- ☒ Citizenship/State of Incorporation/Organization Pennsylvania

Receiving Party

☐ Mark if additional names of receiving parties attached

Name Bickel's Snack Foods, Inc.

DBA/AKA/TA

Composed of

Address (line 1) 1120 Zinns Quarry Road

Address (line 2) P.O. Box 2427

Address (line 3) York

City

Pennsylvania

State/Country

17405

Zip Code

- ☐ Individual ☐ General Partnership ☐ Limited Partnership

- ☒ Corporation ☐ Association

☐ Other

- ☒ Citizenship/State of Incorporation/Organization Pennsylvania

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

02/16/2000 BNGUYEN 00000122 1738510

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01 FC:481
 02 FC:482

40.00 OP
 25.00 OP

File OK

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Mail documents to be recorded with required cover sheet(s) information to:
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TRADEMARK
 REEL: 002022 FRAME: 0621

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1,738,510"/>	<input type="text" value="1,738,509"/>	<input type="text"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed ☒

Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes ☒

No ☐

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Michael J. Smith

Name of Person Signing

[Signature]

Signature

1/20/2000

Date Signed

TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT (this "Trademark Assignment") dated as of December 31, 1999 by and between **YORK SNACKS, INC.**, a Pennsylvania corporation ("Assignor"), and **BICKEL'S SNACK FOODS, INC.**, a Pennsylvania corporation ("Assignee").

W I T N E S S E T H:

WHEREAS, Assignor owns all right, title and interest in and to the marks listed on Schedule A attached hereto (hereinafter, the "Marks"), the registrations therefor, and the goodwill developed through the use of the Marks; and

WHEREAS, Assignee desires to acquire all right, title and interest, including all trademark rights, in and to the Marks and the registrations therefor, and the goodwill developed through the use of the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment. Assignor hereby assigns to Assignee, the entire right, title and interest in and to the Marks and the registrations for the Marks as identified above, and the goodwill of the business connected with the Marks.

2. Warranty of Title. Assignor represents, warrants and covenants that it possesses all right, title and interest in and to the Marks, free and clear of any encumbrance, lien or other restriction. The Assignor further represents, warrants and covenants that the Assignor has not received any notice that the Marks violate or infringe upon any rights of any third party or any statute or regulation of any governmental entity. No representation, warranty or covenant contained in this Trademark Assignment shall continue after the date hereof. Notwithstanding the forgoing to the contrary, nothing herein shall limit any covenant of any party hereto which by its express terms contemplates performance after the date hereof.

3. Further Assurances. Assignee and Assignor agree to use reasonable best efforts to take, or cause to be taken, all action, and to do, or cause to be done, all things necessary, proper or advisable under applicable laws, regulations or otherwise, to consummate and make effective the transactions contemplated by this Trademark Assignment.


4. No Rights in Third Parties. Nothing expressed or implied herein is intended to confer upon any person, other than Assignee and Assignor and their respective successors and assignees, any rights, remedies, obligations or liabilities hereunder or by reason hereof.

5. Amendment. This Trademark Assignment may not be amended or modified except by an instrument in writing signed by all parties signatory hereto.

6. Governing Law. This Trademark Assignment shall be governed by, and construed in accordance with, the laws of the State of New York (without giving affect to principles of conflicts of laws). Any and all disputes arising under this Trademark Assignment shall be resolved exclusively in the federal or state courts located in New York. Each of the parties hereto hereby consents to the exclusive jurisdiction (personal and subject matter), and the exclusive venue of the federal and state courts located in New York.

IN WITNESS WHEREOF, each party hereto has executed this Trademark Assignment on the date and year first above written.

YORK SNACKS, INC.

By: 
Name: EDWARD J. TESSIER
Title: President

BICKEL'S SNACK FOODS, INC.

By: _____
Name:
Title:

4. No Rights in Third Parties. Nothing expressed or implied herein is intended to confer upon any person, other than Assignee and Assignor and their respective successors and assignees, any rights, remedies, obligations or liabilities hereunder or by reason hereof.

5. Amendment. This Trademark Assignment may not be amended or modified except by an instrument in writing signed by all parties signatory hereto.

6. Governing Law. This Trademark Assignment shall be governed by, and construed in accordance with, the laws of the State of New York (without giving affect to principles of conflicts of laws). Any and all disputes arising under this Trademark Assignment shall be resolved exclusively in the federal or state courts located in New York. Each of the parties hereto hereby consents to the exclusive jurisdiction (personal and subject matter), and the exclusive venue of the federal and state courts located in New York.

IN WITNESS WHEREOF, each party hereto has executed this Trademark Assignment on the date and year first above written.

YORK SNACKS, INC.

By: _____
Name: EDWARD J. TESSIER
Title: President

BICKEL'S SNACK FOODS, INC.


By: 
Name: _____
Title: Gary J. Kniskern
Secretary

EXHIBIT A

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>REG. OWNER</u>
Miscellaneous Design (Corn Stalk)	1,738,510	12/8/92	York Snacks, Inc.
York	1,738,509	12/8/92	York Snack, Inc.

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